

IMPORTANT: THIS is a LEGAL DOCUMENT

A RELEASE of LIABILITY and ASSUMPTION OF RISK AGREEMENT

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights of yours, your family and your heirs, by signing this contract.

We Carry Kevan (WCK) Deuter USA and Deuter GmbH their affiliates, employees, agents, directors, officers, advertisers, and subrogors (hereinafter WCK) have done everything possible to ensure they have a great product. We wish to inform you that all Backpacks and Carriers, (hereinafter BACKPACKS) are not risk free. The same elements that contribute to the unique character and fun of assisting someone or riding in a Backpack or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office.

If you are signing as the parent or legal guardian (hereinafter "parent") for a child/ward (minor, someone under the age of 18) you agree to read, to have Minor read and if necessary, explain to Minor the nature and terms of this agreement as well as all the risks herein and of the activity.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as use of a WCK Backpack. Some of these risks are inherent in the activity; some are changed, increased or decreased due to the activities of WCK. You must understand and accept all the risks of these activity, inherent and others. By understanding these risks, you will enjoy your experience.

The WCK Backpack is only designed and manufactured to be used while hiking, sightseeing or similar activities. Running, Skiing, Snowboarding, Cycling and all other forms of human transportation, whether by engine or otherwise are prohibited. Any activity that could affect your balance, shift your center of gravity, make you move quickly could affect your ability to carry the backpack and rider. The backpack and rider will increase the effects and speed if you do lose your balance or move suddenly.

Any time you are hiking and all the time you are carrying someone there are risks to be encountered. These risks can occur in a city, town, farm or true wilderness area. This is true if you are from one environment and not used a new area in which you may be hiking and carrying someone.

The most important thing is to be prepared in advance. You will need plenty of water, rain gear, sun protection and good hiking shoes. Whenever you are hiking, you will be crossing uneven terrain, stepping on unstable rocks or crossing streams. Footing will be unstable and difficult. You can slip and fall while hiking. The trails that you will be traversing may be next to cliffs or dangerous. You may be hiking up and down hills.

You may be in the country where animals, dangerous plants and insects are present. Many animals you encounter in the wilderness are dangerous. Plants can be poisonous to the touch and more so if ingested. Leave all plants, insects and animals alone and in peace. Water in the wilderness may also be dangerous if consumed. Do not drink any water unless it has been purified or treated. Washing your hands before eating or after performing bodily functions is critical in maintaining good health.

You may be in the city or an urban environment where there can be cracks or breaks in the sidewalk or trail. The heat will be intensified in an urban environment. You will also have to deal with traffic, cyclists and other types of transportation being used by people, as well as unaware pedestrians, or dogs and other pets.

Accidents can occur during travel to and from the site. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, freezing temperatures, wind, rain, unexpected outdoor elements, using portable toilet facilities, eating meal's out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury and sickness.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while using the WCK Backpack. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and we want you to be aware of them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

PLEASE READ OTHER SIDE

By signing, you certify that participants—including friends, family, minor children, and yourself—are fully capable of using a WCK Backpack and have taken the time to learn how to use the WCK Backpack. You state that you have read the above statement on some of the possible risks. Therefore, you assume full responsibility for yourself, your friends and family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of your negligence, negligence of your family, or the negligence of WCK. You hereby expressly consent and assume all risks for yourself and your family, including the risks associated with traveling to and from the activity. Your family and you are in good physical condition and able to undertake this activity, have read the manual, user information and instructions on use of the WCK Backpack. You use this product voluntarily, and you are doing so for recreational purposes. Parent also agrees to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment and undersigned agree participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

By signing, you waive any legal right to any claim and agree to indemnify and hold harmless WCK, its agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers all risks of the activity and any negligence of WCK, including claims for negligent hiring, instruction, operation or other forms of negligence not normally associated with the Activity or associated with the business and employees. You agree that WCK has a subrogation/right to indemnification for your actions based on any permit, grant, contract or agreement with third parties. You further agree to release, acquit, and covenant not to sue WCK, its agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of WCK, negligence of another participant, or your family, yourself, or your heirs, against WCK arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. In short, you cannot sue WCK or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money. This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to indemnify, agree to subrogation and to reimburse WCK for any damages, costs, fees or expenses they expend on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the WCK for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be Allen County, Indiana and governed by Indiana's law no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in Allen County, Indiana applying Indiana Law. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement.

As liquidated damages, you hereby agree that if WCK is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay WCK's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying WCK for any claim you may bring for any injury you receive, and if you do, so you will be subject to paying WCK's damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release.

You understand that BACKPACKS to carry someone are not a necessity nor required for everyday life. If you do not sign this release, you are free to go to purchase a BACKPACK with other companies.

You have adequate health, disability, and life insurance for your family and yourself.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

PLEASE READ OTHER SIDE

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand under state and Federal law, there is no difference between signing this electronically or in writing.

I have reviewed We Carry Kevan's website and watched the videos and instructions on display on the website. I have reviewed the owner's manual and understand the warnings and safety issues contained therein.

You understand that pursuant to Indiana Code, you are assuming the risk of using BACKPACKS and this assumption of risk and release is effective in preventing claims or litigation for injuries the user or carrier may receive.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights.

By signing this you understand you, your family and your heirs cannot sue for any reason. If you or anyone else sues because of your injury you, and they, cannot collect any money. If anyone sues and loses, you will owe us money.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME

CITY, STATE POSTAL CODE

EMAIL ADDRESS

TELEPHONE

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